agreement or understanding between such party and such third person, whether express or implied from the actions of such party.

- 16. Expenses. Whether or not the sale and purchase contemplated herein is consummated, each party's expenses incurred in connection with the preparation and performance of this Agreement shall be paid for by that party: The cost of Commission fees involved in the transfer shall be shared equally between Seller and Buyer, and Buyer shall pay any sales, use or excise taxes.
- 17. Amendment. This Agreement may be amended, but only by a writing signed by all parties hereto, at any time prior to the Closing.
- 18. Notices. Any notice given hereunder shall be in writing and shall be valid if sent by overnight courier service or by actual hand-delivery; in each case, delivery shall be deemed to have occurred upon receipt of the notice by the notified parties. The addresses for delivery of notices are:

If To Seller: .

James D. Vandever, Esq.
President
Greater Portland Broadcasting Corporation
120 North Robertson Boulevard
Los Angeles, California 90048

With a copy to:

Jerome S. Boros, Esq. Fly, Shuebruk, Gaguine, Boros And Braun 45 Rockefeller Plaza (Suite 1759) New York, New York 10111

If To Buyer:

Mrs. Jane Duff

Vice-President
National Minority TV, Inc.
P.O. Box C-11949
Santa Ana, CA 92711

With a copy to:

Colby May, Esq.
May & Dunne, Chartered
1156 15th Street, N.W.
Suite 515
Washington, D.C. 20005-1704

Any person may change his address hereunder by giving notice as prescribed in this Section.

- 19. Assignment. This Agreement shall be binding upon and inure to the benefit of Buyer, Seller, and their respective successors and assigns, but shall not be assigned by Buyer or Seller without the prior written consent of the other.
- 20. Severability. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in any other respect and the remaining provisions of this Agreement shall not, at the written election of the party for whose sole\_benefit such provision exists, be in any way impaired.
- 21. Cure Of Breach. In the event of a breach of any material obligation to be performed by Seller, Buyer may not decline to consummate the contemplated transaction if Seller's breach can be satisfied by a monetary payment. In the event Seller and Buyer cannot agree as to whether a breach can be satisfied by monetary payment, the matter shall be referred

to the American Arbitration Association for approval. Pending arbitration, Seller and Buyer shall join in seeking an extension of Commission consent in which to close.

- 22. <u>Litigation Expenses</u>. In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, coses and dispursements.
- 23. <u>Headings</u>. The descriptive headings of the several sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- 24. <u>Documents</u>. Each party hereto agrees to execute and, if necessary, to file with the appropriate governmental entities, such documents as may be reasonably necessary in order to carry out the purposes of this Agreement.
- 25. No Waiver. The failure of any party to insist upon strict performance of any obligation hereunder shall not constitute a waiver of such party's right to demand strict compliance therewith in the future.
- 26. Number And Gender. Whenever required by the context, the singular number shall include the plural and the masculine or neuter gender shall include all genders.
- 27. Termination. This Agreement shall automatically terminate if: (i) the Closing has not taken place on or before October 1, 1988, and Seller or Buyer notifies the other in writing, within five days therefrom, that it is terminating the Agreement; (ii) there is a Final Order denying the application to assign to Buyer the construction permit

for the Station; or if the Commission designates the Assignment Application between Buyer and Seller for hearing by action no longer subject to reconsideration, either party shall have the option to terminate this Agreement by written notice to the other party prior to commencement of hearing and in such an event, this Agreement shall automatically terminate and both parties shall be relieved of any and all obligations hereunder.

- 28. Governing Law. The parties agree that this contract will be interpreted, construed and enforced under and according to the laws of the State of California.
- 29. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signature to each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

GREATER PORTLAND BROADCASTING CORPORATION

NATIONAL MINORITY TV, INC.

By\_\_\_\_\_\_Title\_\_\_\_\_\_

for the Station; or if the Commission designates the Assignment Application between Buyer and Seller for hearing by action no longer subject to reconsideration, either party shall have the option to terminate this Agreement by written notice to the other party prior to commencement of hearing and in such an every lais Agreement and a automatically terminate and both parties shall be reliabled of any and all obligations hereunder.

- 28. Governing Law. The parties agree that this contract will be interpreted, construed and enforced under and according to the laws of the State of California.
- 29. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signature to each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

GREATER PORTLAND BROADCASTING CORPORATION

ВУ	
itle	

NATIONAL MINORITY TV, INC.

By faul 7 Croud Title PRES.

EXHIBIT 1

# COMMISSION AUTHORIZATIONS

<u>Call Sign</u> <u>File No.</u> <u>Description</u> <u>Expiration</u>

KTDZ-TV BPCT-5200 Construction Permit January 13, 1988

sep. disk Alden APA Greater Portland Broadcasting Corporation

Exhibit 3
Form 314
(December 1987)

## OTHER ATTRIBUTABLE INTERESTS

(a)

Greater Portland Broadcasting Corporation ("GPBC") is wholly owned by Alden Television, Inc. ("ATI") which is wholly owned by The Decurion Corporation ("Decurion"). Michael R. Forman votes the stock which Decurion holds in ATI.

ATI owns all the stock in Alden Communications Corp. ("Alden") which wholly owns Alden Communications Of Colorado, Inc. ("ACC-Colorado"), permittee of Station KTZO-TV, Denver, Colorado. Alden also owns a ten percent beneficial interest in Dres Media, Inc., licensee of Station KRLR(TV), Las Vegas, Nevada.

ATI also owns (i) all of the stock in Channel 22 Management Company, sole general partner in United States Television Seattle Limited Partnership, licensee of Station KTZZ-TV, Seattle, Washington; and (ii) all of the issued and outstanding stock of Greater Portland Broadcasting Corporation ("GPBC"), permittee of Station KTDZ-TV, Portland, Oregon.

Michael R. Forman is a director of GPBC, Alden, ATI, Channel 22 Management Company, ACC-Colorado and President and a director of Decurion.

James D. Vandever, President and a director of GPBC, is also President and a director of Alden, Inc., Channel 22 Management Company and ACC-Colorado.

John E. Bogardus, Secretary/Treasurer of GPBC, is also Secretary/Treasurer of Alden, ATI, Channel 22 Management Company, ACC-Colorado and Secretary/Treasurer and a director of Decurion.

Dean H. Woodring, Vice-President of GPBC and Channel 22 Management Company, owns less than one-half of one percent of the common stock of King Broadcasting Company, licensee of Station KING-TV, Seattle, Washington.

(b)

ATI is an applicant for a new television station on Channel 51, Tolleson, Arizona (BPCT-850215LA). ATI was not selected by Administrative Law Judge Luton (FCC 87D-40, released November 18, 1987), and Exceptions to the <u>Initial Decision</u> are currently due January 15, 1988.

ATI was an applicant for a new television station on Channel 56,

Fort Worth, Texas (BPCT-850108KE), which was voluntarily dismissed pursuant to settlement.

Alden is an applicant for a new television station on Channel 46, Green Valley, Arizona (BPCT-830311KF). The Review Board awarded the construction permit to Alden. 2 FCC Rcd 3462 (Rev. Bd. 1987). An Application For Review is pending before the Commission.

Alden was an applicant for a new television station on Channel 47, Tulsa, Oklahoma (BPCT-780907KI), which was voluntarily dismissed pursuant to settlement.

Alden was an applicant for a new television station on Channel 18, Tucson, Arizona, (BPCT-801121KF), which was voluntarily dismissed pursuant to settlement.

Alden was also an applicant for a new television station on Channel 59, Fresno, California (BPCT-820702IH), which was dismissed pursuant to settlement.

Alden Communications Of Texas, Inc. ("ACC-Texas") was an applicant for a new television station on Channel 48, Galveston, Texas (BPCT-780907KE), which was voluntarily dismissed pursuant to settlement.

Greater Portland Broadcasting Corporation

Exhibit 4
Form 314
(December 1987)

### STATEMENT PURSUANT TO SECTION 73.3535 OF THE COMMISSION'S RULES

Applicant's failure to construct Station KTD2-TV is a result of factors wholly beyond its control. In short, Applicant's inability to construct the Station was caused by multiple obstructions placed in its path by Columbia River Television, Inc., licensee of Station KPDX(TV) (Channel 49, Vancouver, Washington) ("Columbia River").

In September 1983, Applicant filed an application with the Multnomah County Planning Commission, seeking authorization to construct a television tower. The application contained a detailed description of the proposed construction, as well as an engineering and environmental showing. The application was supplemented on October 5, 1983.

On November 9, 1983, the Division of Planning and Development recommended approval of the application. A hearing was held by the County Commission on November 14, 1983, and a written order was issued the same day, unanimously approving the application. An appeal then was filed by Columbia River; the Board of County Commissioners agreed to hear two limited issues on appeal: hazards resulting from collapse, and use of a third position on the KPDX tower. The Board of County Commissioners held a formal hearing on January 17, 1984, at which time it made an oral decision to uphold the Planning

Commission decision, approving the proposed construction. A written final order of the Board of County Commissioners was released on February 14, 1984.

On March 7, 1984, Columbia River filed a notice of intention to appeal the decision of the County Board. On March 19, 1984, Applicant filed a motion to dismiss and a memorandum in support of its motion to dismiss the notice of intention filed by Columbia River. On May 8, 1984, Columbia River filed its brief on the merits in a petition for review filed with the Land Use Board of Appeals of Oregon. On June 14, 1984, the Land Use Board of Appeals dismissed Columbia River's appeal, on the basis that the notice of intent to appeal had been untimely, as Applicant had demonstrated.

On July 2, 1984, Columbia River filed a petition for review with the Oregon Court of Appeals. Briefs were subsequently filed, and oral argument was held. On October 24, 1984, a decision was entered affirming the dismissal of the appeal. On December 7, 1984, an order was entered denying reconsideration.

On November 27, 1984, Columbia River filed a petition for review with the Oregon Supreme Court. Subsequently, briefs were filed and oral argument was held on March 6, 1985. On July 2, 1985, the Supreme Court of Oregon reversed the decision below and remanded the proceeding to the Land Use Board of Appeals on procedural grounds, finding that the notice of intent had been timely filed.

On August 1, 1985, the Land Use Board of Appeals issued a letter indicating that the case had been reversed and that it was awaiting return of the record. The record was returned to the Board on August 30, 1985. On September 6, 1985, the Board of Appeals issued an order vacating its prior decision and establishing briefing schedules. Subsequently, briefs were filed, and oral argument was held on October 15, 1985. A final decision from the Board was released on January 7, 1986, upholding approval of Applicant's proposed construction.

On January 24, 1986, Columbia River appealed the Board decision to the Oregon Court of Appeals. Oral argument was held on March 14, 1986, and a decision was rendered on April 9, 1986. The Court of Appeals upheld the decision below, without opinion, approving the proposed construction.

At that juncture, Columbia River was not entitled to appeal as of right to the Oregon Supreme Court, and would have had to petition the Court to review the case. Columbia River did not do so, and accordingly, the Board decision became final on May 15, 1986.

Until the Spring of 1986, therefore, Greater Portland's use of its proposed site was still under review in the State of Oregon, and as a practical matter, construction was precluded. Applicant submits that this tortuous history of local litigation, instituted solely by a neighboring station, constitutes events beyond licensee's control and brings this request under Section 73.3535(b) of the Commission's Rules.

## GENERAL INFORMATION

P-→ II — Assignee

Street Address (or other identifi	(cation)	Ci	itu -			
			t <b>y</b>			
P, Q B, Q X, . C, -,1	1.9.4.9	الكنا الكن	A NITIAL AN	<u>E </u>		لــــا
State		Zip Code	<b>e</b>	Telephone No.		
$(C_1A_1)$		19, 2, 7, 1,	1	(Include area cod (202) 223-9		
<ol><li>Does the contract submitted in r and assignee?</li></ol>	response to Question 5, Part I	of Section I embo	dy the full and compl			ignor □ NO
If No, explain in Exhibit No.	·					
Section II	ASSIGNEE'S LE	EGAL QUALIFICA	TIONS		·	
	·					
1. Assignee is:				-		
🗆 an Individual	a general partnership	٠ ا	a limited partnersh	lp	🗹 a corpo	ration
□ other						
2. If the applicant is an unincorpo No. $\frac{N/A}{}$ the nature of the	rated association or a legal en e applicant.	itity other than an	i Individual, partnersh	lip or corporation, d	lescribe in E	xhibit
		•			-	
	CITIZENSHIP AND OTH	ER STATUTORY	REQUIREMENTS			
	-	÷ .			YES	NO
<ol> <li>(a) Is the applicant in compiler relating to interests of alle</li> </ol>	nce with the provisions of Sectins and foreign governments?	tion 310 of the Co	mmunications Act of	1934, as amended,	<b>Ճ</b>	
relating to interests of alle  (b) Will any funds, credit, etc	ns and foreign governments?	or operation of th			<b>2</b>	Ö

O

			YES	NO
4.	(a)	Has an adverse finding been made, adverse final action taken or consent decree approved by any court or ad-		
		ministrative body as to the applicant or any party to the application in any civil or enminal proceeding brought		
		under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair		
		labor practices, or discrimination?	Ξ	ğ
	(b)	is there now pending in any court or administrative body any proceeding involving any of the matters referred to in		
		4.(a)?	ž	

If the answer to (a) or (b) above is Yes, attach as Exhibit No. \_\_\_\_\_\_\_\_, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filling date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states. "No change since date of filling."

\*/ Principals of the Applicant are also principals of Trinity
Broadcasting of Washington, the licensee of HTEW-TV, Tacoma,
Washington, and Trinity Broadcasting of Florida, Inc., licensee
of WHFT-TV, Miami, Florida. Age discrimination charges have
been filed against these stations: for HTEW, with the
Washington State Human Rights Commission (Case Nos. SEEA-103486-7 and SEEA-1085-86-7), and for WHFT with the EECC and the
Broward County Human Relations Division. Motions to dismiss
these claims have been filed. Those dismissal requests are
still pending.

FCC 314 (Fage 4) February 1987

#### TABLE 1 PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership certificates or other ownership interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board YES NO	% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)	
(a)	(b)	(c)	(d)	
Paul F. Crouch 1973 Port Chelsea Place Newport Beach, CA 92660	President	. <b>X</b> :	N/A	
P. Jane Duff 15052 Humphrey Circle Irvine, CA 92714	Vice President/Secretary	х	N/A	
Phillip David Espinoza 1150 O'Melvery San Fernando, CA 91350	Treasurer	X	N/A	
•				
	Ø			
	55	•	FCC 314 (Pa	

## ASSIGNEE'S LEGAL QUALIFICATIONS

			YES	NO
5.	(p)	Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system?	0	ď
	(c)	Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper?	<b>.</b>	ğ
		If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.		
		OTHER BROADCAST INTERESTS		
6.	Doe	es the applicant or any party to this application have any interest in or connection with the following?		
	(a)	an AM, FM or TV broadcast station?	.⊠.	
	(b)	a broadcast application pending before the FCC?	ğ	
7	Has	the applicant or any party to this application had any interest in or connection with the following:		
	(a)	an application which has been dismissed with prejudice by the Commission?	٥	Ŗ
	(b)	an application which has been denied by the Commission?		×
	(c)	a broadcast station, the license which has been revoked?	0	怼
	(d)	an application in any Commission proceeding which left unresolved character issues against the applicant?	0	×
	(e)	If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No, the following information:		
		<ul> <li>(i) Name of party having such interest;</li> <li>(ii) Nature of interest or connection, giving dates;</li> <li>(iii) Call letters of stations or file number of application, or docket number;</li> <li>(iv) Location.</li> </ul>		
8.	(a)	Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)?	0	Ø
	(b)	Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application?	Œ	0
		If the answer to (a) or (b) above is Yes, attach as Exhibit No, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.		

		YES	NO	
9.	Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?		Ž	
	If Yes, provide particulars as Exhibit No. $\frac{N/A}{}$ .			
10.	Do documents, instruments, agreements or understandings for the piedge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?  Nonprofit/ponstock			N/A
٠	If No, attach as Exhibit No a full explanation. applicant			
Sec	etion III ASSIGNEE'S FINANCIAL QUALIFICATIONS			
1.	The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.	ď	0	
	The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) It has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.	Œ	0	

ø

#### LAM AND FM APPLICANTS

1. Attach as Exhibit No. N/A a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

#### FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs. See Exhibit III

ter stated in Question 4 and 5 above to be exceeded.

- A. State in Exhibit No. N/A the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
- B. Describe in Exhibit No. N/A the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
- C. List in Exhibit No. N/A typical and illustrative programs or program series (excluding Entertainment and News) that applicant plans to broadcast during the coming license period to meet those needs and interests.
- 3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

		See Exhibit	III		
		HOURS	MINUTES	% of TOTAL TIME ON AIR	-
	NEWS		-		-
	PUBLIC AFFAIRS				_
	ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)				-
	LOCAL PROGRAMMING				-
۲.	State the maximum amount of comm	ercial matter the applicant pro	poses to allow normally in an	y 60-minute segments:	_
5.	State the maximum amount of comm	ercial matter the applicant pr	oposes to allow normally in a		_
	tween the hours of 6 p.m. to 11 p.m.  (a) State the number of hourly segr	•		any:	_
3.	State in Exhibit No, in full	detail, the reasons why the a	pplicant would allow the amo	unt of commercial mat-	

FCC 314 (Page 9) February 1987

YES	NC

1. Does the applicant propose to employ five or more fulltime employees?

See Exhibit IV

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396–A).

ø

SECTION VI

Part II — Assignee

#### ASSIGNEE'S CERTIFICATION

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.

U.S. CODE, TITLE 18, SECTION 1001.

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

		····
Signed and dated this 16th day of I	December 19 87	
NATIONAL MINORITY TV, INC		
7-120	Name of Assignee	
Taul + Clouch		
Signature		
PRES.		
Title	<del></del>	

NATIONAL MINORITY TV, INC Portland, Oregon FCC Form 314

## RULE 73.3535 CERTIFICATION

NATIONAL MINORITY TV, INC Portland, Oregon FCC Form 314

## RULE 73.3535 CERTIFICATION

National Minority TV, Inc. ("NMTV") hereby certifies, in accordance with Commission Rule 73.3535, that it will immediately begin building KTDZ-TV, Portland, Oregon upon grant of this assignment application. NMTV intends to file a site change application, which is required due to circumstances beyond its control, or the control of the Assignor, in the very near future. It will expeditiously construct KTDZ-TV at that new site upon grant.

NATIONAL MINORITY TV, INC Portland, Oregon FCC Form 314

## EXHIBIT I

BROADCAST INTERESTS AND STATEMENT OF COMPLIANCE WITH RULE 73.3555(d)

NATIONAL MINORITY TV, INC Portland, Oregon FCC Form 314 Exhibit I

# BROADCAST INTERESTS AND STATEMENT OF COMPLIANCE WITH RULE 73.3555(d)

National Minority TV, Inc. is a California nonprofit corporation organized on September 16, 1980 under the name Translator TV, Inc. It has had the same three officers and directors since its organizational meeting of September 19, 1980: Paul F. Crouch, P. Jane Duff and Phillip David Espinoza. Mrs. Duff is a Black female, and Mr. Espinoza is an Hispanic male.

Under its former name National Minority TV, Inc. submitted 15 low power television applications in the following markets: Columbus, Ohio, Ch. 50; Crestline, et al., California, Ch. 47; Dallas, Texas, Ch. 51; Rockford, Ill., Ch. 57; Houston, Texas, Ch. 56, Spokane, Washington, Ch. 57; Washington, D.C., Ch. 42; Fort Worth, Texas, Ch. 47; Las Vegas, Nevada, Ch. 51; San Antonio, Texas, Ch. 50; San Francisco, California, Ch. 51; San Bernandino, California, Ch. 60; St. Louis, Missouri, Ch. 50; Portland, Oregon, Ch. 57; and Philadelphia, Pennsylvania, Ch. 41. These applications have either been dismissed, or are awaiting lottery assignments. In each application, however, a minority enhancement credit was noted since two-thirds control of National Minority TV, Inc. (formerly Translator TV, Inc.) is in the hands of members from recognized minority groups.

NATIONAL MINORITY TV, INC. Portland, Oregon FCC Form 314 Exhibit I, Page 2

Commission Rule 73.3555(d)(1) permits an ownership interest in up to 14 television facilities provided the licensee organization is minority-controlled. In this instance, while one of National Minority TV, Inc.'s principals, Paul F. Crouch, presently has an interest in 13 commercial television facilities (noncommercial facilities are not subject to the multiple ownership rule, Section 73.3555(f)), a majority of National Minority TV, Inc.'s directors are minorities, and it is therefore minority controlled and in compliance with rule 73.3555(d)(1). On June 15, 1987 the Commission determined that National Minority TV, Inc. was in compliance with Rule 73.3555(d) when it granted assignment application BAPCT-870203KF involving KMLM(TV), Odessa, Texas.

In addition to meeting the numerical limits for television ownership interest, National Minority TV, Inc. is also in compliance with the "national audience reach" standards contained in Rule 73.3555(d)(2). Specifically, based on Mr. Crouch's television involvements, the following national audience reach figures apply: 1

<sup>1/</sup> All figures are based on the 1986-87 ADI numbers provided in the 1987 Broadcasting Yearbook, and the 1987 Television Factbook.

NATIONAL MINORITY TV, INC. Portland, Oregon FCC Form 314 Exhibit I, Page 3

Station/Location ADI TV	/ Households
(1) KTBN-TV, Santa Ana, CA (Los Angeles, CA Market (2) WLXI-TV, Greensboro, North Carolina (3) WDLI-TV, Canton, Ohio (Cleveland, Ohio Market) (4) KPAZ-TV, Phoenix, Arizona (5) KNAT-TV, Albuquerque, New Mexico (6) KTBO-TV, Oklahoma City, Oklahoma (7) KTBW-TV, Tacoma, Washington (8) WHFT-TV, Miami, Florida (9) WKOI-TV, Richmond, IN (Dayton, Ohio market) (10) WCLJ-TV, Bloomington, IN (Indianapolis, IN market) (11) WTBY-TV, Poughkeepsie, New York (12) KDTX-TV, Dallas, Texas (13) KMLM(TV), Odessas, Texas (14) KTDZ-TV, Portland, Oregon	4,532,700 504,400 1,413,400 892,000 388,100 613,500 1,194,300 1,202,400 506,300 818,300 200,000 <sup>2</sup> 1,605,200 152,600 785,700
TOTAL	14,808,900
TOTAL U.S. ADI HOUSEHOLDS (through Market 214)	86,104,900
% of ADI Households Reached by Organizations Paul F. Crouch is involved in	17.19%3

Accordingly, Mr. Crouch's involvement with National Minority TV, Inc. is in full compliance with Rule 73.3555(d)(2), and there is no multiple ownership bar to the instant assignment of KTDZ-TV, Portland, Oregon from Greater Portland Broadcasting Corporation to National Minority TV, Inc.

<sup>2/</sup> No Arbitron figures available, these numbers are assumed based on population.

 $<sup>^3</sup>$ / Pursuant to Rule 73.3535(d)(3)(A) only 50% of the ADI percentage reach is attributable to UHF actual facilities. Accordingly, only an 8.59% national audience reach is a attributable to Mr. Crouch